Dudita





ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

ESRI, Inc.

820 S. Main Street

St. Charles, MO 63301-3306

Phone: 636-949-6620 Fax: 636-949-6735

To expedite your order, please attach a copy of

this quotation to your purchase order.

Quote is valid from: 06/30/2004 to: 09/28/2004

Quotation # 20168587

Date: June 30, 2004

Customer # 299011 Contract #

COUNTY OF RUSH PLANNING DEPT 101 E 2ND ST RUSHVILLE, IN 46173

ATTENTION: BILL TODD

PHONE:

765-932-3090

FAX:

Material	Qty	Description		
			Unit Price	Total
86353	1	ArcEditor Concurrent Use License	7,000.00	7,000.00
97208	1	ArcGIS 9.0 With USB Key Installation Package	0.00	0.00
86497	1	ArcEditor Concurrent Use Primary Maintenance	1,500.00	1,500.00
			Items Total:	8,500.00
		Estimated Shipping & Handling (2 Contrac	Subtotal: Discount: Day Delivery) : It Pricing Adjust:	8,500.00 7,000.00 18.27 0.00
		Total (excludes applica	Total (excludes applicable sales tax):	

This is a competitive swap for one (1) MicroStation Geographics license for one (1) ArcEditor Concurrent Use license for the cost

Rush County Representative

RUSH COUNTY AUDITOR

Title

Quoted By: Leslie Meriwether, + (636) 949-6620 x8510 Email: Imeriwether@esri.com

Account Manager: Charlie Magruder

Email: cmagruder@esri.com

This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: ESRI, File No. 54630, Los Angeles, Ca 90074-4630

MERIWETHERL

This offer is limited to the terms and conditions incorporated and attached herein.



ESRI QUOTATION TERMS AND CONDITIONS

ESRI, 380 New York St., Redlands, CA 92373-B100 USA • TEL 909-793-2853 • FAX 909-793-5953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (ESRI).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS

The order process is initiated when ESRI receives an original purchase order or some form of advance payment. Several additional documents (e.g., Software License Agreement, credit application, and Tax Exemption Certificate) will be required to complete the order process. Generally, the need for these documents varies by the type of software ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software, on the correct media. Please return them promptly to avoid unnecessary delays in shipping. Please return all documents by mail or express courier, or as otherwise directed.

Please show the following remittance address on your purchase order:

ESRI, File No. 54630, Los Angeles, CA 90074-4630

ESRI SOFTWARE LICENSING

All ESRI® software offered in this quotation are commercial off-the-shelf software developed at private expense and subject to ESRI commercial license terms. Most ESRI software programs are subject to the ESRI License Agreement included with the software programs and in the packaging. A copy is enclosed. If you license certain software programs, a Master License Agreement signed by both parties may be required. Some ESRI software is copy protected with a software keycode or hardware key. You will be given instructions to access the keycode through the ESRI Web site or by other means.

DELIVERY

FOB Redlands, CA, USA

Software: Allow thirty (30) days from ESRI's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other service is available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS

Net thirty (30) days, on approved credit. Orders below \$800 require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES

Prices quoted do not include applicable sales or use taxes unless so stated. In preparing your budget, please allow for applicable sales tax. ESRI reserves the right to collect sales tax assessed by states as required by law. ESRI will add state sales tax to the invoice unless proof with the order is shown to ESRI that your organization is tax exempt or pays state tax directly.

ESRI is a trademark, registered trademark, or service mark of ESRI in the United States, the European Community, or certain other jurisdictions.

G-272/KMM

Page 1

2/19/02



GENERAL LICENSE TERMS AND CONDITIONS (E200 5/04)

Environmental Systems Research Institute, Inc., 390 New York St., Rediands, CA 92373-8100 USA - TEL 909-793-2853 - FAX 909-793-5953

ARTICLE I—DEFINITIONS

Definitions—As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

(a) "Software" means the actual copy of all or any portion of ESRI's proprietary geographic information system (GIS) software technology, computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media, including, but not limited to, alpha, beta, prerelease, restricted version(s), or final commercial release provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under this Agreement.

(b) "Data" means any ESRI or third party data vendor(s) digital data set(s) including, but not limited to, geographic, vector data coordinates, raster, or associated tabular attributes in ESRI® GIS software compatible format(s) supplied

(c) "Documentation" means all of the printed and digital materials including, but not limited to, user documentation, training documentation, or technical information and briefings supplied under this Agreement.

(d) "License Manager" means the nondestructive license management software program or hardware key, or similar copy protection mechanism, which controls the distribution of the licensed number of Software copies to requesting

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Software, Data, and Documentation are owned by ESRI and its licensor(s) and are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. ESRI and its licensor(s) retain all rights, title, and ownership not granted herein to all copies of the Software, Data, and Documentation licensed under this Agreement. From the date of receipt, Licensee agrees to use reasonable effort to protect the Software, Data, and Documentation from unauthorized use, reproduction, distribution, or publication. All rights not specifically granted in this Agreement are reserved to ESRI and its licensor(s).

ARTICLE 3—GRANT OF LICENSE

- 3.1 Grant of License-In consideration of the mutual promises and covenants provided herein and for other good and valuable consideration, and conditioned upon compliance with all of the terms and conditions set forth in the Agreement including, but not limited to, Article 4, ESRI grants to Licensee a personal, nonexclusive, nontransferable license to
 - (a) Use the Software, Data, and Documentation as a single package for Licensee's own internal use only; and (b) Access and use any secure ESRI Web site resources made available to Licensee for Licensee's internal use only, provided that Licensee follows ESRI's terms of use policy specified therein. All password or controlled access information provided by ESRI shall be treated as ESRI confidential information.
- 3.2 Beta License-In the event ESRI accepts Licensee into a current Beta Testing program, Licensee may be provided copies of alpha, beta, and/or prerelease (hereinafter collectively referred to as "Beta") Software for the limited purpose of testing the Beta Software in accordance with the Beta testing policies then in effect. Beta Software and Documentation delivered are confidential and proprietary to ESRI and contain trade secrets, inclusive of unpublished specifications. In consideration of the rights granted herein, Licensee agrees to retain all Beta Software and Documentation provided to Licensee in confidence. Licensee shall maintain all results of testing in confidence and agrees not to disclose to any third party details pertaining to the Beta Software, Documentation, test results, or errors encountered. ESRI reserves the right to determine which Beta Software and Documentation, subsequent interim beta release(s), or patch(es) will be made available to Licensee to test during the term of the Agreement. Beta Software is subject to change prior to its commercial release and may never be commercially released. Licensee is advised that such Software is not suitable or licensed for full use and accepts all responsibility for use of the same and any results generated.

ESKI is a trademark, registered trademark, or service mark of ESRI in the United States, the Furonean Community or service at	
the United Control of Service mark of FSR in the United Control of FSR	
that of Bold in the Child States the Entropean Community	

Page 1 of 5



Environmental Systems Research Institute, Inc., 380 New York St., Rediands, CA 92373-8100 USA - TEL 909-793-2653 - FAX 909-793-5953

MASTER LICENSE AGREEMENT

This Master License Agreement ("Agreement") is between the licensee printed below ("Licensee") and Environmental Systems Research Institute, Inc. ("ESRI"). The Agreement includes (i) this signature page, (ii) the General License Terms and Conditions version, and (iii) the Exhibit 1 version listed below. The parties acknowledge that they have read and understood this Agreement and agree to be bound by the terms and conditions.

Licensee may only use the type and number of copies of the Software, Data, and Documentation for which the appropriate license fees have been paid to ESRI and in accordance with Exhibit 1 and the licensed configuration on file with ESRI Customer Service.

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating to such subject matter. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

(Licensee)	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI)
By: Mary Con Bland Authorized Signature	By:Authorized Signature
Printed Name: MARY ANN BEARD Title: RUSH COUNTY AUDITOR Date: 08-24-04	Printed Name: Title:
	Date:
Contact: RUSH COUNTY AUDITOR	Telephone:765-932-2077
Address: 101 E 2ND ST ROOM 212	Fax: 765-938-1163
City, State, ZIP: RUSHVILLE IN 46173	E-mail:rushcoaud@lightbound.com
· · · · · · · · · · · · · · · · · · ·	ESRI Contract Number:MLA
•	General License Terms and Conditions Version E200 5/04
	ESRI Exhibit 1 Version E300 4/04
	•
Page I of I	E100 5/04

- 3.3 Evaluation License-ESRI may from time to time extend a limited term evaluation license(s) under the terms of this Agreement, for the duration authorized in any supporting documentation supplied by ESRI. Any evaluation license subsequently converted to a full use license is also subject to the terms of this Agreement.
- 3.4 Consultant Access—Licensee may provide access to the Software, Data, or Documentation to any consultant or contractor of Licensee, provided that the consultant or contractor is using the Software, Data, or Documentation exclusively for the benefit of Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this Agreement.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- (a) Licensce may (i) install and store copies onto electronic storage device(s) and (ii) only use the Software, Data, and Documentation as described in Exhibit 1 set forth herein and in accordance with the licensed configuration on file with ESRI Customer Service.
- (b) Licensee may make one (1) copy of the Sostware, Data, and Documentation for archival purposes during the term of this Agreement. Additionally, Licensee may make routine computer backups and implement a redundant Software installation for failover operations during the period the primary site is not operational. The redundant Software installation shall remain dormant except for system maintenance and updating of databases while the primary site is
- (c) Licensee may customize the Software using any (i) macro or scripting language, (ii) open application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the
- (d) Licensee may use the Data only as described in the Distribution Rights section of the help or metadata files delivered with the Software, Data, and Documentation, or subject to the third party Data vendor's terms.
- (e) Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. The portion(s) of the Documentation supplied in digital format merged with other software and printed or digital documentation shall continue to be subject to the terms and conditions of this Agreement and shall provide the following copyright attribution notice acknowledging the proprietary rights of ESRI and its licensor(s) in the Documentation supplied in digital format: "Portions of this document include intellectual property of ESRI and its licensor(s) and are used herein under license. Copyright @ [Insert the actual copyright date(s) from the source materials] ESRI and its licensor(s). All rights

4.2 Uses Not Permitted

- (a) Licensce shall not sell; rent; lease; sublicense; lend; assign; time-share; or act as a service bureau or Application Service Provider (ASP) that allows third party access to the Software, Data, and Documentation except as provided herein; or transfer, in whole or in part, access to prior or present versions of the Software, Data, or Documentation, any updates, or Licensee's rights under this Agreement.
- (b) Licensee shall not redistribute the Software developer license authorization file(s).
- (c) Licensee shall not redistribute the Software, in whole or in part, including, but not limited to, extensions, components, or DLLs without the prior written approval of ESRI as set forth in an appropriate redistribution license agreement.
- (d) Licensee shall not reverse engineer, decompile, or disassemble the Software, Data, or Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction in order to protect ESRI and its licensor(s) trade secrets and proprietary information contained in the Software, Data, or Documentation.
- (e) Licensee shall not make any attempt to circumvent the technological measure(s) (e.g., License Manager, etc.) that controls access to or use of the Software, Data, and Documentation, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- (f) Licensee shall not use the Software to transfer or exchange any material where such transfer or exchange is prohibited by
- (g) Licensee shall not remove or obscure any ESRI or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Software, Data, or Documentation.
- After a reasonable transition period for updating to the most current version of the Software, Licensee shall cease using all prior version(s) of the Software that Licensee has elected to update to the most current version(s) of the Software. When the transition to the most current version(s) of the Software is complete, the quantity of Software licenses in use by Licensee at any given time shall not exceed the total quantity licensed by ESRI in accordance with the licensed configuration on file with ESRI Customer Service.

ARTICLE 5-MAINTENANCE

Maintenance consists of Software, Data, or Documentation updates and access to technical support and other benefits specified in the most current applicable ESRI Support Services Policy.

ARTICLE 6—TERM AND TERMINATION

The license granted to Licensee by this Agreement shall commence upon the acceptance of this Agreement and shall continue until such time that (i) Licensee elects in writing to discontinue use of the Software, Data, or Documentation and terminates this Agreement or (ii) either party terminates this Agreement for a material breach that is not cured within ten (10) days of written notice to the other party, except that termination is immediate for a material breach of a nature that it is impossible to cure. Upon termination of this Agreement, Licensee shall uninstall, remove, and destroy all Software, Data, and Documentation, and any whole or partial copies, modifications, or merged portions in any form and execute and deliver evidence of such deinstallation and destruction to ESRI.

ARTICLE 7—LIMITED WARRANTIES AND DISCLAIMERS

- 7.1 Limited Warranties—For a period of ninety (90) days from the later of the date of keycode issuance or date of delivery of the Software, Data, or Documentation to Licensee, ESRI represents and warrants that (i) the unmodified Software will substantially conform to the published Documentation and (ii) the media upon which the Software, Data, and Documentation is provided will be free from defects in materials and workmanship under normal use and service.
- 7.2 Data Disclaimer—If included under this Agreement, the Data has been obtained from sources believed to be reliable, but its accuracy and completeness are not guaranteed. The Data may contain some nonconformities, defects, errors, or omissions. ESRI AND ITS LICENSOR(S) MAKE NO WARRANTY WITH RESPECT TO THE DATA. Without limiting the generality of the preceding sentence, ESRI and its licensor(s) do not warrant that the Data will meet Licensee's needs or expectations, the use of the Data will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and its licensor(s) are not inviting reliance on this Data, and Licensee should always verify actual Data including, but not limited to, map, spatial, raster, and tabular information.
- 7.3 General Disclaimer—EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. ESRI DOES NOT WARRANT THAT THE SOFTWARE, DATA, OR DOCUMENTATION WILL MEET LICENSEE'S NEEDS, OR THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT BETA AND EVALUATION SOFTWARE IS DELIVERED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE BETA AND EVALUATION SOFTWARE.

7.4 Exclusive Remedy—Licensee's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth in this Article 7 shall be limited, at ESRI's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a work-around for the Software subject to the ESRI Support Services Policy; or (iii) return of the license fees paid by Licensee for the Software, Data, or Documentation that does not meet ESRI's Limited Warranty, provided that Licensee uninstalls, removes, and destroys all copies of the Software, Data, or Documentation and executes and delivers evidence of such deinstallation and destruction to ESRI.

ARTICLE 8—LIMITATION OF LIABILITY

8.1 Disclaimer of Certain Types of Liability—IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SOFTWARE, DATA, OR DOCUMENTATION, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY

Page 3 of 5

- 8.2 General Limitation of Liability—IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR SOFTWARE, DATA, OR DOCUMENTATION PURSUANT TO THIS AGREEMENT.
- 8.3 Applicability of Disclaimers and Limitations—Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Software, Data, or Documentation or any other product or service delivered by ESRI. The parties agree that ESRI has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 9—INFRINGEMENT INDEMNITY

- 9.1 ESRI shall defend, indemnify, and hold harmless Licensee from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by Licensee against any claims, actions, or demands by a third party alleging that the Software, Data, or Documentation infringes a U.S. patent, copyright, or trademark provided
 - (a) Licensee promptly notifies ESRI in writing of the claim thereof;
 - (b) ESRI has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
 - (c) Licensee cooperates fully in the defense of the claim.
- 9.2 If ESRI believes that the Software, Data, or Documentation is or will become the subject of an infringement claim, or in the event that use of the Software, Data, or Documentation is enjoined, ESRI, at its own expense, may either (i) obtain the right for Licensee to continue using the Software, Data, or Documentation or (ii) modify the Software, Data, or Documentation to make it noninfringing while maintaining substantially similar software functionality or data/informational content. If neither of such alternatives is commercially practical, the infringing items shall be returned to ESRI and ESRI's sole liability shall be to refund license fees paid by Licensee prorated on a twenty percent (20%) per year straight line depreciation basis over a five (5) year period from the initial date of delivery.
- 9.3 ESRI shall have no obligation hereunder to defend Licensee or to pay any resulting costs, damages, or reasonable attorneys' fees for or with respect to any claims, actions, or demands alleging (i) infringement that arises by reason of combination of noninfringing items, however acquired, with any items not supplied by ESRI; (ii) infringement to the extent arising from material alteration of the Software, Data, or Documentation by anyone other than ESRI, its agents, or its contractors; (iii) the direct or contributory infringement of any process patent by Licensee through the use of the Software, Data, or Documentation other than a process patent that is necessarily infringed by the internal processes executed within the Software or Data itself when the Software or Data is executed for its intended purpose; (iv) continued allegedly infringing activity by Licensee after it has been notified of the possible infringement; or (v) continued allegedly infringing activity by Licensee to the extent it arises from failure of Licensee to use the updated or modified Software, Data, or Documentation provided by ESRI for avoiding infringement.

THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 10—GENERAL PROVISIONS

- 10.1 Future Orders—All Software, Data, Documentation, or maintenance orders placed within one (1) year of this Agreement's execution date shall be licensed under the terms of this Agreement, except that new Software, Data, and Documentation commercially released during that year may require additional terms. Orders placed and Software, Data, and Documentation updates or upgrades provided after that time shall be governed by the then-current General License Terms and Conditions and Exhibit 1, the terms of which will be indicated on ESRI's Web site or enclosed in the deliverable's packaging, depending on the method of delivery.
- 10.2 Export Control Regulations—Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, or provide the Softwarc, Data, or Documentation, in whole or in part, to (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person

Page 4 of 5

or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control law or regulation. Licensee shall not export the Software, Data, and/or Documentation or any underlying information or technology to any facility in violation of these or other applicable laws and regulations. Licensee represents and warrants that it is not a national, resident, located in or under the control of, or acting on behalf of any person, entity, or country subject to such U.S. export controls.

- 10.3 Commercial Terms and Conditions—This Agreement contains ESRI's commercial terms and conditions. Licensee's rights in the Software, Data, and Documentation are strictly limited to the uses granted by this Agreement pursuant to FAR 12.211, FAR 12.212, and DFARS 227.7202. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Software, Data, or Documentation, such rights shall extend only to the portion(s) affected and use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in FAR 52.227-19 (June 1987), FAR 52.227-14 (ALT III) (June 1987), DFARS 252.227-7015 (NOV 1995), or NFS 1852.227-86 (December 1987), as applicable. No other license terms or conditions shall apply unless expressly agreed in writing by ESR1 and Licensee. ESRI Software is unpublished and all rights reserved under copyright laws of the United States.
- 10.4 Taxes and Fees, Shipping Charges—License fees quoted to Licensee are exclusive of any and all taxes or fees including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.
- 10.5 No Implied Waivers—The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.
- 10.6 Severability—The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.
- 10.7 Counterparts—This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.
- 10.8 Successor and Assigns—Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without ESRI's prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement. Notwithstanding, a U.S. Government contractor may assign its rights under this Agreement to a U.S. Government Agency upon written notice to ESRI if the U.S. Government Agency assents to the terms of this Agreement.
- 10.9 Survival of Terms—The provisions of Articles 6, 7, 8, 9, and 10 of this Agreement shall survive the expiration or termination of this Agreement for any reason.
- 10.10 Equitable Relief—Licensee agrees that any breach of this Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, ESRI shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

10.11 Governing Law, Arbitration

- A. Licensees in the United States of America, Its Possessions, and Territories—This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Except as provided in Article 10.10 above, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613), in lieu of the Arbitration provisions of this clause.
- B. All Other Licensees All disputes arising in connection with the present Agreement that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (I) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be at a mutually agreed location. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

Page 5 of 5



EXHIBIT 1 SCOPE OF USE (E300 5/04)

Environmental Systems Research Institute, Inc., 380 New York St., Rediands, CA 92373-8100 USA - TEL 909-793-2853 - FAX 909-793-5953

The scope of use for each ESRI® Software identified below is described in the applicable footnotes listed in parentheses.

- ArcGIS® Desktop
 - ArcReader™ (I and 19)

 - ArcView® (1, 2, and 6)
 ArcEditor™ (1, 2, and 6)
 - ArcInfo™ (2 and 6)
 - Extensions (1, 2, and 6)
 - ArcInfo Workstation Extensions (2 and 6)
- ArcGIS Schematics SDK (1, 4, 12, and 16)
- ArcGIS Business Analyst (1, 2, 15, and 21)
- ArcGIS Engine
 - ArcGIS Engine Developer Kit (1 and 23)
- ArcGIS Engine Runtime (1, 4, 12, and 23)
- ArcGIS Engine Options (Spatial Analyst, 3D Analyst[™], Geodatabase (GDB) Update, StreetMap[™]) (1, 4, 12, and 23)
- ArcGIS Server
 - ArcGIS Server Base License (1, 3, 5, 7, and 24)
 - ArcGIS Server Options (Spatial Analyst, 3D Analyst, StreetMap) (1, 3, 5, 7, and 24)
- ArcSDE®
 - ArcSDE Server (1, 3, 5, 7, and 18)
 - ArcSDE for Coverages (3, 5, 7, and 18)
 - ArcSDE Connections (2, 7, and 18)
- ArcIMS®
 - ArcIMS and Extensions (1, 3, 5, 6, 7, 12, and 15)

- ArcIMS ArcMap[™] Server (1, 3, 5, 7, and 12) - RouteMAP[™] IMS (1, 3, 5, 7, and 12)
- ArcView GIS 3.x
 - ArcView and Extensions (1)
 - ArcView Business Analyst (1, 15, and 21)
- ArcLogistics™ Route (1, 8, and 15)
- PC ARC/INFO® (1)
- Maplex (1) MOLE™ (1)
- MOLE SDK (1, 4, and 12)
- BusinessMAP® (1 and 15)
- ArcPad[®] (1, 9, and 10) ArcPad StreetMap (1, 9, and 20)
- ArcPad Application Builder (1)
- MapObjects®-Windows Edition (1, 4, 11, 12, and 16)
- MapObjects-Java Edition (1, 3, 4, 5, 12, 16, and 17)
- MapObjects LT (1, 4, 12, and 13) ArcExplorer™ (1 and 19) NetEngine™ (1, 5, and 12)

- NetEngine Internet (3, 5, and 13)
- Production Line Tool Set (PLTS); GIS Data ReViewer; Job Tracking for ArcGIS (1)
- Data Sets (1 and 15)
- 1. "Single use license" means a license must be dedicated for each computer or network access point that has use rights for the Software, Data, or Documentation. Licensee may make a second copy for Licensee's exclusive use on a portable computer so long as only one (1) copy of the Software, Data, and Documentation is in use at any one time.
- "Concurrent use license" means a license that permits execution of the Software on any computer on the network. The number of simultaneous/concurrent users may be controlled by a License Manager to access and use the Software, Data,
- "Server license" means a license for the server-side Software that resides on a server computer and provides services to multiple users in a client/server distributed computing environment.
- 4. A " Stand-alone Redistribution license" grants the right to Licensee to redistribute a stand-alone application to end users, provided the application is installed on each computer on which the application is run (also known as a "Stand-alone Deployment license"). The Stand-alone Redistribution license requires payment of redistribution or deployment fees, except for MapObjects LT.
- 5. A "Server Deployment license" grants the right to Licensee to redistribute an application via a network, the Internet, or Intranet to end users of the application (also known as an "Internet Redistribution license"). The Server Deployment license does not require payment of additional deployment or redistribution fees, except for MapObjects—Java Edition.
- Extensions or Options to Software programs follow the same scope of use as that granted for the corresponding Software programs. For example, if you order an ArcInfo extension, then that extension is also licensed for concurrent use.

ESRI, ArcGIS, ArcReader, ArcView, ArcEditor, ArcInfo, 3D Analyst, StreetMap, ArcSDE, ArcIMS, ArcMap, RouteMAP, ArcLogistics, PC ARC/INFO, MOLE, BusinessMAP, ArcPad, MapObjects, ArcExplorer, and NetEngine are trademarks, registered trademarks, or service marks of ESRI in the United States, the European Community, or certain other jurisdictions.

Page 1 of 4

E300 5/04

7. The ArcGIS Server, ArcIMS, ArcSDE and MapObjects—Java Edition (collectively Server Software) licenses are licensed per Server/CPU and include the right to develop, test, and deploy applications to end users. Additional CPU licenses, Developer licenses, and Development and Testing Server Licenses are available for a fce. All Developer licenses are Single Use licenses. Licensee shall not use a Developer license or a Development and Testing Server license to deploy applications for production use by end users. Licensee may use the Server Software to test and deploy applications on the Internet provided the source and object code are not accessible to users of the application. Except for ArcGIS Server, the Server Software administration tools may be copied and redistributed throughout Licensee's organization. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or Intranet. Licensee shall not develop client/server solutions with the ArcIMS Java Archive (JAR) files without a license for the MapObjects—Java Edition Developer Kit.

8. ESRI and its licensor(s) grant Licensee a nonexclusive, nontransferable, limited license to use, copy, and prepare derivative works by

(a) Translating "alroute.mld" (hereinafter "Dictionary") from the original text in the English language;

(b) Editing Geographic Data Technology (GDT) Data included within ArcLogistics Route; and

(c) Adding Data (owned by Licensee or others) to ArcLogistics Route Software.

The license grant is conditioned as follows:

(a) The derivative works are for Licensee's internal use only;

(b) ESRI and its licensor(s) retain all exclusive right, title, and interest in and benefits from the derivative works, except Data owned by Licensee or others; and

(c) Licensee expressly waives and relinquishes any and all ownership including, but not limited to, copyright, moral rights, or any other statutory or common law claims to the derivative works, except for Data owned by Licensee or others.

Licensee shall not translate, modify, or edit in any way the software name "ArcLogistics Route," software logo, any third party software, any text other than the Dictionary, or any Data other than GDT's.

The amount of Data used by Licensee is limited by Data credits purchased. Additional license fees are required if ArcLogistics Route with Data is to be accessed by more than one (1) ArcLogistics Route license.

- 9. ArcPad SOFTWARE IS NOT LICENSED FOR NAVIGATIONAL USE.
- 10. This is a "Dual Use License," meaning the Software may be installed on a desktop computer and may be used simultaneously with either a Personal Digital Assistant (PDA) or handheld mobile computer provided that the Software is only used by a single individual at any one (1) time.
- 11. Licensee shall not redistribute or disclose the MapObjects developer license file (*.lic). Developers must attribute as follows: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995-2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
- 12. Redistribution rights for standard or Internet application(s) may be subject to payment of additional license fees. Other restrictions notwithstanding, Licensee may redistribute commercial applications to its sublicensee(s) provided Licensee uses a written sublicense agreement that protects ESRI's rights in its Software, Data, and Documentation to the same extent as the ESRI License Agreement, and that includes the following terms, as a minimum:
 - (a) Sublicensee may not reverse engineer, decompile, or disassemble the ESRI Software, Data, or Documentation, except to the extent permitted by applicable law, copy for commercial use, transfer, or assign its rights under the license grant; and
 - (b) Sublicensee may not use any ESRI Software, Data, or Documentation, in whole or in part, separate from Licensee's executable application.
 - (c) Third party dependent or required components are redistributable subject to permission from the owner or author.
- 13. Subject to an annual renewal fee.
- 14. [Reserved]
- 15. For ESRI branded Data, unless there is a statement to the contrary in the metadata, Licensee may use, copy, reproduce, publish, publicly display, or redistribute map images derived from the Data in hard-copy or static, electronic formats (i.e., gif, jpeg, etc.), provided that Licensee affixes an attribution statement to the map images acknowledging ESRI or its licensors as the source of the portion(s) of the Data displayed, printed, or plotted. For third-party branded Data, the right to use, reproduce, and redistribute shall be subject to the third-party Data vendor's data license agreement. The Data shall not be used separately from ESRI Software.

- 16. The Redistribution Stand-alone (or Deployment) license is per application per computer. For MapObjects—Windows Edition, Internet or Intranet Deployment requires an ArcIMS Internet Deployment License. Except for ArcIMS licenses, one (1) Internet Deployment license is required for each ArcIMS server/CPU that runs Web mapping applications built with MapObjects—Windows Edition. For MapObjects—Java Edition, Internet or Intranet Deployment requires a MapObjects—Java Internet Deployment License. An application upgrade is not a redeployment as long as it uses the same major revision of ArcGIS Schematics SDK, MapObjects—Windows Edition, or MapObjects—Java Edition.
- 17. The MapObjects—Java Edition contains Java Archive (JAR) files, which indicate they are authentic ESRI-certificated files when used over the Internet. Any Licensee certificate placed on the modified "re-jarred" files cannot reference ESRI as a source of trusted content. In addition to any other rights and restrictions in the Agreement, Licensee may use the MapObjects—Java Edition on a single computer to
 - (a) Build applet(s) that are used only as an internal component in end user interfaces, and to copy the applet(s) to additional computers (e.g., Web Server) from which Licensee may deploy the applet(s) to end users via download in the course of browsing or interacting with Licensee's Web pages. End user redistribution of the applet(s) is not allowed; and
 - (b) Build stand-alone Java Applications. Licensee may deploy the Java class ESRI certificated libraries as an integral part of Licensee's application(s); and
 - (c) Build servlets and/or Enterprise JavaBeans with MapObjects—Java components, requiring a MapObjects—Java Internet Deployment License for each CPU; and
 - (d) Distribute MapObjects Java applets, provided (i) Licensee's Web pages or software application(s) is targeted at end users and not as a development tool; (ii) Licensee does not use ESRI's name, logos, or trademark to market Licensee's Web pages or application(s); and (iii) Licensee includes a valid Licensee copyright notice on Licensee's Web pages and software application(s).
- 18. ArcSDE is licensed on a Server/CPU basis and on a one-to-one basis with a relational database, meaning Licensee shall run ArcSDE on a Server on a one-to-one basis with a database Server. In most implementations ArcSDE and the database are installed on the same Server. Each ArcSDE Server license enables the customer to have multiple ArcSDE instances if they have multiple database instances on the corresponding database Server. Licensee shall not install ArcSDE instances on more than one Server and shall not use the network to connect from the Server on which ArcSDE is installed to databases on more than one (1) Server. ArcSDE Single Use licenses are available only for use with ArcEditor Single Use Software licenses on a one-to-one basis. ArcSDE direct connections run on a client desktop computer are also Single Use licenses. ArcSDE for Coverages is licensed only in conjunction with concurrent use licenses of ArcView, ArcEditor, ArcInfo, ArcSDE Server, or ArcIMS Software. Licensee may use the ArcSDE for Coverages subject to this Agreement. ArcSDE for Coverages is not licensed separately, but may be distributed separately.
- 19. Licensee may reproduce and redistribute the ArcReader and/or ArcExplorer Software provided all of the following occur:
 - (a) The ArcReader or ArcExplorer Software is reproduced and redistributed in its entirety whether as a stand-alone application or as an embedded GIS viewing tool on Licensee's own deliverable;
 - (b) An Agreement accompanies each copy of the ArcReader or ArcExplorer Software that protects the ArcReader or ArcExplorer Software to the same extent as the ESRI License Agreement, and the recipient agrees to be bound by the terms and conditions of the Agreement;
 - (c) All copyright and trademark attributions/notices are reproduced; and
 - (d) There is no charge or fee attributable to the use of the ArcReader or ArcExplorer Software.
- 20. Data provided with ArcPad StreetMap may be used for mapping, geocoding, and routing purposes but may not be used for dynamic routing purposes. Dynamic routing or "real-time guidance" is predictive routing and is not included in the ArcPad StreetMap functionality. For instance, ArcPad StreetMap may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or calculating an alternate route if a turn is missed.
- 21. Subject to the Permitted Uses described below, the Data provided with Business Analyst shall not be used separately from the Software. Use of the Data provided with Business Analyst shall be subject to Footnote 15 above and are hereby supplemented by adding the following terms and conditions:

"Permitted Uses:

(a) In conjunction with the permitted uses described in Footnote 15, Licensee is granted permission to include resultant maps, reports, or other data output derived from Business Analyst only as part of Licensee's value-added products and/or services (e.g., Licensee's client reports, presentation packages, marketing studies, etc.) to current or prospective clients, so long as the resultant maps, reports, or other data output derived

from Business Analyst comprises less than twenty percent (20%) of the total content value of the Licensee's client reports, presentation packages, or marketing studies.

Uses Not Permitted:

- (a) Licensee shall not sell; rent; lease; sublicense; lend; assign; time-share; or act as a service bureau or Application Service Provider (ASP) of full, complete, stand-alone reports, maps, or data output created from Business Analyst without first entering into an appropriate reseller-type agreement with ESRI.
- (b) Unless Licensee has separately licensed a copy of ESRI BIS Coder, Community Coder, or ESRI BIS Data that permits appending of the ACORN or Community segmentation codes, Licensee shall not use the Data provided with Business Analyst to assign or append ACORN or Community segmentation codes to addresses or geographical data not included in Business Analyst.
- (c) Licensee shall not use, copy, redistribute, display, rebroadcast, or otherwise retransmit the Software or Data provided with Business Analyst on the Internet without first entering into an appropriate Internet/Intranet Deployment-type agreement with ESRI.
- (d) Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the ACORN or Community market segmentation systems type of said individual's place of residence."

22. [Reserved]

- 23. The ArcGIS Engine Developer Kit grants the right to develop an unlimited number of applications on a single computer and to deliver the applications with or without the Engine Runtime Software to end users. The ArcGIS Engine Developer Kit licenses and Engine Runtime licenses may be licensed independent of the other. Licensee shall not redistribute the Engine Developer Kit authorization file. The Engine Runtime licenses shall not be used for development of Engine applications. Internet Deployment is not permitted. An end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an unlimited number of ArcGIS Engine Developer Kit applications on one (1) computer. The ArcGIS Engine Runtime Options shall not be used in combination with ArcGIS Software to run ArcGIS Engine applications. Developers must attribute as follows: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. U.S. Patent No. 5,710,835."
- 24. ArcGIS Server requires ArcSDE and an ArcGIS Desktop License (ArcInfo, ArcEditor, or ArcView), licensed separately. The ArcGIS Server Base License includes the GIS Server and the Application Developer Framework (ADF). The ArcGIS Server options or extensions are the ArcGIS Server Spatial Option, ArcGIS Server 3D Option, and the ArcGIS Server StreetMap USA Option. An ArcGIS Server standard license includes the right to install and run the .NET or Java ADF on one (1) developer computer for the purposes of developing Web applications and services. Licensee may deploy ArcGIS Server applications on the Internet provided the source and object code are not accessible to users of the application, and that Licensee does not generate revenue directly by charging for access to the site or service by selling data, pay-per-view, or subscription fee, or similar means by utilization of the Software.

General Notes:

- A. Use of ESRI Software, Data, or Documentation in a commercial Application Service Provider (ASP) business model is subject to execution of a written ASP license agreement and the payment of the appropriate additional license fees. For purposes of this Agreement, a commercial ASP means a Licensee who uses ESRI Software, Data, or Documentation for a site or service, operates the site or the service for a profit, and generates revenue by charging for access to the site or service (by selling data, pay-per-view, subscription fee, or similar means).
- B. ESRI does not permit a Licensee to make the ESRI Software, Data, or Documentation accessible to third parties for remote geoprocessing or on a global server for access by foreign affiliates or other third parties.

PLEASE DIRECT ALL CORRESPONDENCE TO THE AUDITOR (card enclosed).



Environmental Systems Research Institute, Inc. 820 S. Main Street

St. Charles, MO 63301-3306

Tel: 636-949-6620

Fax: 636-949-6735

	FAX TRANSMITTAL	
BILL TODD		
COUNTY OF RUSH	·	
PLANNING DEPT		
Leslie Meriwether	·	
Quote		
6/30/2004		
ges transmitted cover sheet):	13	
	COUNTY OF RUSH PLANNING DEPT Leslie Meriwether Quote 6/30/2004 ges transmitted	BILL TODD COUNTY OF RUSH PLANNING DEPT Leslie Meriwether Quote 6/30/2004 ges transmitted

Thank you for your interest in the products and services offered by ESRI. I have provided a quotation per your request. Please review the attached "Terms and Conditions" guidelines prior to submitting your order. To place an order for the items referenced in this quote, please follow the instructions provided below:

PURCHASE ORDER: Send your digital, faxed, or original signed purchase order to Customer Service for processing. Faxes may be sent toll-free to (800) 330-7053.

CREDIT CARD: If you would like to purchase the items on the quotation via credit card, please call (800) 447-9778 and reference this quotation.

CHECK/MONEY ORDER: Please mail a copy of your ESRI quotation and payment to ESRI, File No. 54630, Los Angeles, CA 90074-4630.

If you have any questions regarding this quotation, please contact me via telephone at (636) 949-6620, Ext. 8510, or you may write me at Imeriwether@esri.com. If you have questions following placement of your order such as order confirmation, ship date, etc., please confact Customer Service in Redlands, CA, toll free at (888) such as order confirmation, ship date, etc., please confact Customer Service in Redlands, CA, toll free at (888) 277-4575

Attention. Joyce West Fx 630.549.1111